

Department of Energy and Environmental Protection
Land Acquisition and Management
79 Elm Street – 6th Floor
Hartford, CT 06106-5127

LEASE

THIS LEASE is made by and between the STATE OF CONNECTICUT, (hereinafter “the State or Lessor”) acting herein by Robert J. Klee, Commissioner of Energy and Environmental Protection, duly authorized under the provisions of Section 22a-27w of the Connecticut General Statutes, for the consideration of ONE DOLLAR (\$1.00) and the covenants herein reserved and contained, and _____ (hereafter called “the Lessee”);

WITNESSETH:

That the State owns, and the Lessee has requested the State to lease Lessee, certain submerged lands held in public trust by the State underlying or associated with the Peck Ledge Lighthouse for the purpose of facilitating the preservation of such lighthouse pursuant to the National Historic Lighthouse Preservation Act of 2000, 16 U.S.C. §470.

NOW THEREFORE:

Subject to and in consideration of the stipulations, restrictions and mutual covenants herein contained, the State does hereby Lease unto the Lessee, and Lessee does hereby lease from the State, that certain piece or parcel of land (“the Premises”) located in Long Island Sound in the Town of _____, County of _____, State of Connecticut, being a portion of submerged lands held in public trust by the State, upon which is constructed the _____ Lighthouse, said Premises being more particularly described as “_____” as depicted and described on that certain plan entitled “_____”, Dated: “_____”, plan being mapped and certified by _____. A description of the Premises being further set forth in Schedule A attached hereto:

The following terms and those attached as Schedule B, which is incorporated by reference herein and made a part hereof, are the stipulations, conditions and covenants to which the State and the Lessee expressly agree:

1. **Term.** The term of this Lease (the “Term”) shall be for a period of thirty (30) years, commencing on _____ and ending on _____, subject to the termination provisions within the following articles.
2. **Renewal Option.** Subject to the other terms of this lease, the State grants to the Lessee one option to renew the term for a period of thirty (30) years on the same terms and conditions as set forth in this Lease, the option shall be exercised by Lessee by giving written notice to the State at least six (6) months before the expiration of the original term. Prior to the end of the second 30 year term, if Lessee or the State wish to further extend this Lease the parties will discuss an amended and restated lease.
3. **Leasehold Area and Use.**
 - (a) The Premises shall be only used for residential, park, recreational, educational, cultural, or historic preservation purposes and as the foundation for the lighthouse constructed thereon consistent with the goals and policies of Section 22a-92 of the Connecticut General Statutes and the stipulations, herein, provided that any residential use will be contingent on securing written State and local approval of the any wastewater and sanitary disposal mechanism in accordance with local rules and historic systems and the historic degree of residential use. State approval may

be withheld in the State's sole and absolute discretion. No commercial uses will be permitted.

- (b) This Lease conveys only the possession and control of the submerged lands directly beneath the Lighthouse, and those submerged structures which constitute or support its base, within the leasehold area described in Schedule A. It conveys no rights in and to any adjacent lands or structures, including, but not limited to, any jetties, rock formations, or seawalls that abut the leasehold area or which are within or in proximity thereto. Consequently, the Lessee shall have no right to preclude or otherwise prohibit the public's use of any such lands or structures, or of any submerged lands or structures beyond those which constitute or support the base of the Lighthouse, which Lighthouse is owned by Lessee and not part of the Premises leased hereby. Further, this Lease conveys no rights in and to the waters of the State of Connecticut.
- (c) The Lessee shall not make any Improvements to the Premises without prior written approval of the State, which approval may be withheld in the State's sole and absolute discretion. Such approval by the State does not constitute approval of any permit otherwise necessary for any Improvement, including but not limited to coastal permits required pursuant to Sections 22a-28 through 22a-35; 22a-90 through 22a-110; or 22a-359 through 22a-363h of the Connecticut General Statutes. The Lessee is not required by this lease to improve the lighthouse hereunder, but as a condition of this lease must comply with all obligations and restriction under the terms of the transfer of title from the federal government.
- (d) For purposes of this Lease, the term "Improvements" means the installation, erection, alteration or removal of any and all fixtures, structures and other additions, as well as the installation, alteration, or removal of any and all soil, trees, water and other physical aspects of the Premises, which currently or hereafter exist at or on, or constitute a part of, the Premises including, without limitation: the planting or removal of any trees; the movement or alteration or creation of any pools, ponds, wetlands, or water courses; the placement of any soil, rock or other natural or man-made materials into the water; the modification or creation of any shoreline flood and erosion control structure into or adjacent to the water; the installation, erection, alteration or removal of any driveways, roads, piers, sidewalks, footpaths, foundations, footings, buildings, pools, patios, fences, decks, docks, or other structures; and/or the laying or removal of any pavement or other material at the Premises. The term "Improvements" does not mean the modification, repair, or restoration of the Lighthouse structure completed in accordance with the National Historic Lighthouse Preservation Act of 2000, 16 U.S.C. 470w-7.
- (e) Any and all Improvements that are made or otherwise undertaken, and all other work that is performed, at the Premises (herein, sometimes, the "Work") by the Lessee and/or its Contractors shall be done in a workmanlike and timely manner.
- (f) Neither the Lessee nor any of its Contractors shall be entitled to any reimbursement from the State for any such Work or Improvements; neither will the Lessee be entitled to any rent credits on account of such Work or Improvements. On the contrary, any and all such Work or Improvements shall be performed at the Lessee's sole cost, risk and expense.
- (g) The Lessee agrees that no debris shall be permitted to be disposed of or discarded on the Premises. The term "debris" includes, but is not limited to: discarded household trash, construction waste or materials, and any solid waste whatsoever.
- (h) Except for vessels berthed at a duly authorized docking or mooring structure the Lessee shall not allow boats to be stored on the premises without the express written consent of the State.

4. Rent.

- (a) During the term of this Lease, the Lessee shall pay both Base Rent and Additional Rent, as provided herein. The term "Rent" shall include and refer to all Base Rent and Additional Rent due hereunder from time to time.
- (b) Base Rent. Base Rent during the term shall be the sum of \$_____ (10% of GSA purchase price) for the initial and each subsequently exercised renewal term, none of which shall be refundable upon the expiration or earlier termination of this Lease. Lessee has paid the base Rent for the initial term. Base Rent for any subsequently exercised renewal term shall be payable prior to the initiation of such renewal term.
- (c) Additional Rent. Lessee also shall pay or cause to be paid, without notice, abatement, deduction or set-off, as additional rent hereunder ("Additional Rent") any and all taxes, fines or other fees that would otherwise be the obligation of the State in accordance with the Section entitled "Payments" (herein collectively referred to as "Impositions" and individually as an "Imposition"). Lessee, however, may take the benefit of the provisions of any statute or ordinance permitting any such Imposition to be paid over a period of time, provided such payment over a period of time does not extend beyond the end of this Lease.
- (d) Lessee shall pay to the State any Additional Rent herein reserved that is payable directly to the State as provided in the Section entitled "Payments," without notice or demand therefor, on the days and in the manner hereinafter prescribed. Lessee may pay the Additional Rent by its good checks, subject to collection.

5. Payments. The Lessee shall make all payments due to the State by check, made payable to "The Treasurer, State of Connecticut" and addressed to the Office Director, Land Acquisition and Management, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, Connecticut 06106, or such other place as the State may designate in writing.

6. Compliance with Conditions of Sale or Lease of Lighthouse. As a condition of this Lease, the Lessee shall comply with all terms, conditions, covenants, and restrictions relating to the sale or lease by the United States, pursuant to 16 U.S.C. § 470, of the lighthouse located on the Premises or on any portion thereof. The breach of any such term, condition, covenant, or restriction by the Lessee, or his/her/their heirs, successors, or assigns shall constitute a default under the terms of this Lease resulting in the immediate termination of same.

7. Non Compliance. Any noncompliance by the Lessee with the terms of this Lease or of the terms of any approval, certificate, guidance document, or permit issued by the State, or any State statute or regulation, pertaining to activities and uses of and by the Lessee in connection with this Lease shall, after the expiration of the notice and cure provisions set forth in Section XIII of Exhibit B (which shall apply to this Section as well), constitute an event of default and result in the immediate termination of this Lease, provided, however, that no termination shall occur if the noncompliance is cured or ceases in accordance with the provisions set forth in Section XIII of Exhibit B. . In the event of termination, all rights of the Lessee to occupy the Premises shall cease, notwithstanding the Lessee's right in the Lighthouse located thereon which have been acquired from the United States.

8. Cessation of Occupancy of Lighthouse. Upon termination of this Lease for any reason under the provisions set forth herein, all rights of the Lessee to possess and occupy the lighthouse or any portion thereof located on the Premises, and any and all right to occupy or otherwise utilize the Premises, shall immediately cease, notwithstanding any and all rights in and to said Lighthouse which the Lessee may have acquired from the United States.

9. **Access.** It is understood by the parties hereto that the lessee is not obligated to open the lighthouse to the public.

IN WITNESS WHEREOF, the parties have set their hands.

Signed in the Presence of: State of Connecticut Department of Energy and Environmental Protection

By: Robert J. Klee Commissioner

Witness:

STATE OF CONNECTICUT)) SS: HARTFORD COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this ___ day of ___, 2016, by Robert J. Klee, Commissioner, Department of Energy and Environmental Protection, State of Connecticut, on behalf of the State.

Commissioner of the Superior Court Notary Public/Justice of the Peace My Commission Expires:

Signed in the Presence of: Lighthouse Preservation Group, LLC

By: (Printed Name) Duly Authorized

Witness:

STATE OF CONNECTICUT)) SS: COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of ___, 2016, by ___ of the ___.

Commissioner of the Superior Court Notary Public/Justice of the Peace My Commission Expires:

APPROVED:
George Jepsen
Attorney General

By: _____
Joseph Rubin
Associate Attorney General

Date: _____

SCHEDULE A
DESCRIPTION OF THE PREMISES

To be inserted

SCHEDULE B
STANDARD TERMS AND CONDITIONS

The State and the Lessee expressly agree to the following stipulations, conditions and covenants:

I. Audit and Inspection of Premises, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Lessee's and Lessee Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Lease.
- (b) The Lessee shall maintain, and shall require each of its contractors or agents to maintain, accurate and complete Records. The Lessee shall make all of its and the Lessee Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Lessee with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) Lessee shall provide free copies of such Records to the State.
- (e) The Lessee shall keep and preserve or cause to be kept and preserved all of its and Lessee Parties' Records until three (3) years after the latter of (i) final payment under this Lease, or (ii) the expiration or earlier termination of this Lease, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Lessee shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Lessee shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Lessee shall cooperate with an exit conference.
- (g) The Lessee shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Lessee Party.

II. Maintenance. The Lessee agrees to maintain the Premises, at its sole cost and expenses, in a clean and safe condition, to the satisfaction of the State, and to arrange for the orderly use of the Premises. In so doing, the Lessee will keep the Premises clean and free from debris so as to ensure a pleasing appearance.

III. Compliance with Laws. The Lessee shall not use or occupy or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way violate any Applicable Laws, or any certificate of occupancy affecting the Premises, or make void or voidable any insurance then in force with respect thereto, or which may make it commercially impracticable to obtain fire or other insurance thereon, or as will cause or be likely to cause structural injury to the Premises or any part thereof, or as will constitute a public or private nuisance. The Lessee further agrees that it will (and will ensure that its Contractors) comply with all Applicable Laws in connection with its and their use of the Premises including, but not limited to, whenever either enters or performs any work or engages in activity on or from the Premises during the Term hereof.

IV. Applicable Laws. For purposes of this Lease, the term "Applicable Laws" means and includes all laws, ordinances, rules and regulations, including deed restrictions and

charitable trust laws, (herein "Laws") of: (a) all federal, state and local governmental authorities having jurisdiction which pertain to the use or occupancy of any land or buildings or any activity thereon or thereat including, but not limited to, all applicable building, fire, health and safety codes and regulations; (b) the National Board of Fire Underwriters; (c) any local Board of Fire Underwriters; (d) any public utilities and other bodies having similar functions; and (e) any liability, fire, or other insurance companies having policies outstanding with respect to the Premises. Except as, and then only to the extent, otherwise specified by the State in any writing which makes specific reference to this Lease, the term "Applicable Laws" also means and includes all zoning, noise and other local Laws that pertain, or, but for the State's being the owner of record of the Premises, would pertain, to the Premises or any use or occupancy thereof or activity thereon or thereat. The Lessee shall comply with all federal, state and municipal laws and regulations including, but not limited to, environmental health, police, nuisance, fire, highways, sidewalks and parking areas (including removal of snow and ice therefrom), public utilities, and other matters, and with the regulations of all persons or corporations supplying gas, electricity or steam on the Premises, and shall indemnify, defend and hold harmless the State against all fines, penalties, expenses, damages and costs for violation thereof any and all Applicable Laws. Nothing herein shall constitute nor be deemed to constitute the issuance of a permit by the Lessor to the Lessee to undertake any regulated activity on the Premises.

V. Environmental and other conditions; Prohibitions on use.

(a) Lessee acknowledges and agrees that any information which in any manner pertains to the Premises, or any part thereof, and supplied or made available by the State or any of its representatives (herein, individually and collectively, referred to as "Information"), has been (or, in the case of that supplied in the future, will be) furnished to Lessee solely as a courtesy. WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING, LESSEE ACKNOWLEDGES AND AGREES THAT ALL INFORMATION PROVIDED, AND THE PREMISES ARE LEASED, ON AN AS-IS, WHERE-IS BASIS AND THAT THE STATE HAS NOT MADE, DOES NOT MAKE AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE), INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITIONS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION OR THE PREMISES. Lessee further acknowledges and agrees that no representations, whether written or oral, have been made by the State or any of its representatives regarding any tax consequences or investment potential of leasing the Premises (including, but not limited to, restoring the same) in order to induce Lessee to enter into this Lease or otherwise.

(b) Lessee acknowledges, represents and warrants that Lessee is familiar with the Premises and has made such independent investigations, as Lessee deems necessary or appropriate concerning the Premises. THE STATE MAKES NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PHYSICAL CONDITIONS OR ANY OTHER ASPECT OF THE PREMISES INCLUDING, BUT NOT LIMITED TO, THE COMPLIANCE OF THE PREMISES WITH ANY APPLICABLE LAWS OR REGULATIONS, THE FINANCIAL EARNING CAPACITY OF THE OPERATION OF THE PREMISES, THE NATURE OR EXTENT OF ANY RIGHT-OF-WAY, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, WHETHER THE PREMISES ARE LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, THE EXISTENCE OR NON-EXISTENCE OF ANY HAZARDOUS WASTE OR OTHER REGULATED MATERIALS, OR SUBSTANCES, OR OTHER TOXIC MATERIALS OF ANY KIND (INCLUDING, WITHOUT

LIMITATION, ASBESTOS OR PETROLEUM PRODUCTS) OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PREMISES.

- (c) Lessee agrees not to use, dispose, store, discharge or generate any asbestos or other Regulated Material at or on the Premises in violation of any Environmental Law or any other applicable law, rule or regulation.
- (d) Lessee shall have no liability for any Existing Environmental Conditions except to the extent that any proposed or actual use or occupancy of all or any portion of the Premises (including, but not limited to, any restoration, repair, alteration or improvement of any buildings at or on the same) by Lessee would violate or result in the violation of any Environmental Law, or any such law requires any such condition to be removed, remediated or otherwise remedied or addressed in connection therewith, in which case Lessee agrees to notify the State of such condition, and shall then remove or remedy said condition subject the State's approval of the means and/or methods to be employed to effect that work, all at Lessee's sole cost and expense.
- (e) Lessee agrees to indemnify and save the State harmless against any losses, damages, costs, liabilities and claims suffered by State in connection with a breach by Lessee of its representations or obligations set forth in this Section, except for such losses, damages, costs, liabilities and claims caused by State's gross negligence or intentional misconduct. The provisions of this Subsection shall survive the expiration or earlier termination of this Lease and any holdover period.
- (f) For purposes of this Section, the following terms shall have the meanings ascribed thereto below:
 - i. "Environmental Conditions" means (A) circumstances with respect to soil, surface water, ground water, and/or and similar environmental media at, emanating from or migrating onto the E/R/R District that may require remedial action and/or that may result in claims or demands by, or liabilities to, third parties, including but not limited to any governmental authorities; or (B) any release of any Regulated Materials into the environment; or (iii) any noncompliance with any Environmental Laws;
 - ii. "Environmental Laws" means any and all laws, statutes, ordinances, rules, regulations, orders, or determinations, now or hereafter existing, of any Governmental Authority pertaining to the environment, including without limitation, the federal Water Pollution Control Amendments of 1972 as amended by the Clean Water Act, as amended, 33 U.S.C. §§ 1251 *et seq.*, the federal Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*, the federal Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901 *et seq.*, the federal Hazardous Materials Transportation Act of 1975, as amended, 49 U.S.C. §§ 5101 *et seq.*, the federal Safe Drinking Water Act, as amended, 42 U.S.C. §§ 300f *et seq.*, the federal Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601 *et seq.* and any and all comparable or similar environmental laws, statutes, ordinances, rules or regulations of the state of Connecticut applicable to the regulation or control of any Regulated Materials or to the design, development, purchase, acquisition, disposition, equipping, construction, financing, leasing, maintenance, ownership, occupancy, possession, control, management, use or non-use or operation of any property, facility, structure or improvement forming part of the Premises;

- iii. "Existing Environmental Conditions" means any Environmental Conditions at, on or under the Premises (including Regulated Materials) existing on or before the Commencement Date of this Lease; and
 - iv. "Regulated Materials" means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined, determined, listed, classified, identified, regulated as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous wastes," "pollutants," "contaminants," "toxic wastes," "toxic materials," or "toxic substances" or terms of similar meaning under any applicable law, or under any rules or regulations adopted or promulgated pursuant thereto, including any Environmental Laws; and (ii) any oil, petroleum or petroleum derived substance, any flammable substances or explosives, any radioactive substances or radioactive materials, any hazardous wastes or substances, any toxic wastes or substances, or any other materials or pollutants which cause any part of any facility, structure or improvement to be in violation of any Environmental Law; and (iii) asbestos in any form, urea formaldehyde foam insulation, or electrical equipment which contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of applicable legal or regulatory limits.
- (g) Lessee covenants and agrees that it will not knowingly use or occupy, nor permit the Premises to be used or occupied, for any purpose (i) other than as provided for herein; (ii) which shall violate any certificate of occupancy or any zoning, land use, or building restriction then in force relating to the Premises; (iii) which would cause or result in the breach of any covenant, restriction, license, condition, easement or agreement covering or affecting the use of the Premises; or (iv) which would cause or result in any violation of any applicable law, rule or regulation. Without limiting the foregoing, Lessee shall not use or occupy any portion of the Premises, nor permit any portion to be used or occupied, for (A) a facility that sells or displays any material that is obscene, pornographic or similarly sexually explicit, (B) any off-track betting, casino or other type of gambling operation or sports facility in which gambling is allowed, (C) any pawn shop, (D) any facility a primary purpose of which is the fueling, service or repair of automobiles or other machinery or equipment, and (E) any facility which sells or distributes firearms or explosive devices.
- (h) Lessee further covenants and agrees that it will not knowingly suffer any act to be done or any condition to exist on the Premises, or any article to be brought thereon, which may be unreasonably dangerous or noxious or which constitutes a nuisance, public or private, or which may make void or render voidable any insurance contract then in force with respect to the Premises or any adjacent property, or make it impracticable to obtain or maintain any insurance required to be maintained by Lessee under this Lease, or which causes obnoxious odors to emanate or to be dispelled from the Premises.
- (i) Lessee shall ensure that the provisions of Subsection (c) through (h) and this Subsection (i) of this Section are incorporated verbatim in all subleases and other agreements under or by which any person or entity may be permitted or allowed to use or occupy all or any portion of the Premises.
- (j) For purposes of this Subsection, the term "State" shall mean the agency through which this Lease was entered into on behalf of the State of Connecticut. The Lessee, for a period of ten years following the date of termination of this Lease, shall maintain copies of all records required by law to be generated by it with respect to environmental conditions on the Premises which are the subject of this Lease, and of all incidents impacting same ("Event"). For purposes of this Lease, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss,

seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under state or federal law. Within Twenty-four hours following the occurrence of any Event, the Lessee shall notify the State of same in writing. Said notification to the State shall be in addition to, and not in lieu of, any and all other record keeping and reporting requirements imposed upon the Lessee by law. Upon written request by the State, the Lessee shall permit the State to inspect the premises and all records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. The Lessee hereby waives any claim of privilege that may attach to said records.

VI. No Assignment or Subletting. The Lessee shall not sublet, assign, pledge, mortgage, hypothecate or otherwise transfer or convey all or any part of the Premises, this Lease, or any interest therein or herein or any estate created hereby (herein, a "Transfer") without receipt of written approval of the State, which approval may be withheld in its sole and absolute discretion. Any Transfer effected or attempted to be effected in contravention of this Section shall be null and void, ab initio. The foregoing shall not prohibit use of the Premises for the uses permitted under this Lease by invitees of Lessee.

VII. Special Flood Hazard Provisions. In the event any portion of the Premises are located within a 100 year flood plain, no National Flood Insurance Program insurable structures shall be placed on the Premises and no obstructions shall be placed on the Premises that would increase flood hazards or act as an impediment to stream flow or raise flood water heights without the explicit written consent of the State as stipulated below. The Lessee must obtain the State's prior written consent in order to undertake any such site improvements or construction activities and before placing any structures on the Premises, which consent may be withheld in the State's sole and absolute discretion. Improvements and construction activities subject to this provision include, but are not limited to, any permanent or temporary structures, fencing, roadways, walkways, site grading, drainage, landscaping, excavation and/or removal or addition of sand, gravel, or fill from the Premises. Such written consent must be obtained from the Director of the Inland Water Resources Division of the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse or successor. Notice of such written consent shall also be provided to the Office Director of Land Acquisition and as hereinafter provided for in this Lease. Any failure by the Lessee to obtain the aforementioned consents will be considered cause for termination of the Lease by the State.

VIII. Insurance.

(a) Subject to the provisions of Subsection (b) of this Section, the Lessee agrees that, throughout the Term of this Lease, including any supplements hereto or renewals hereof, it will procure and maintain, and will require its Contractors to maintain, the following types and amounts of insurance on the terms specified in this Section, all at no cost to the State:

- i. COMMERCIAL GENERAL LIABILITY Insurance (including Contractual Liability, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages) with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages for, or arising out of, bodily injuries to or death of all persons in any one accident or occurrence, and, subject to that limit per accident, and the provisions of Subdivision (b)ii of this Section, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000), for all damages for, or arising out of, bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period;

- (b) Notwithstanding any other provision of Subsection (a) of this Section to the contrary:
- i. Any party required to maintain insurance hereunder (herein, individually, an “Insuring Party” and, collectively, the “Insuring Parties”) shall be deemed to be in compliance with Subsection (a) of this Section even if such party’s insurance policy(ies) are not written for amounts specified in Subdivisions (a)i, ii, and/or iv of this Section, providing said party carries Umbrella Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella Liability insurance follow(s) the form of said party’s primary coverages;
 - ii. Unless any commercial general liability insurance maintained pursuant to Subdivision (a)i of this Section is written solely for this project, the general aggregate limit shall be twice the occurrence limit; and
- (c) The State of Connecticut and its officials, agents and employees shall be named as additional insureds under any and all coverages (other than workers’ compensation insurance) maintained pursuant to Subdivisions (a)i, ii, iii, and iv and Subsection (b) of this Section.
- (d) Upon execution of this Lease and on or before the tenth (10th) business day preceding every subsequent anniversary date of the execution of the Lease during the term of this Lease, the Lessee agrees to furnish to the State, only on the form or forms supplied or accepted by the State, a certificate of insurance and an additional insured endorsement fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said certificate of insurance. If such policy or policies approve the coverage for additional insured parties, such relevant section or section of the policy or policies shall be provided to the State along with each required certificate of insurance. Each certificate of insurance shall specify amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by the State in writing. If at any time during the term of this Lease, the Lessee shall fail to provide any such insurance documentation within ten (10) business days after written notice from the State, or duly maintain (or ensure that its Contractors maintain) all required insurance coverage in full force and effect, then the State, in addition to any other remedies it may have, all of which are preserved for the State, may either immediately terminate this Lease or procure or provide alternate insurance coverage and charge the Lessee the cost thereof, which amounts shall then be promptly paid by the Lessee to the State. Copies of all required insurance policies shall be retained by the Lessee until three (3) years after the expiration or earlier termination of the term of this Lease.
- (e) The amount of casualty insurance maintained by the Lessee shall in no way limit any obligations the Lessee otherwise may have under this Lease to repair or reconstruct any improvements constituting a part of the Premises or any portion thereof following a casualty.
- (f) All of the Insuring Parties’ insurers shall be licensed by the State of Connecticut and be rated A-(VIII) or better by the latest edition of A. M. Best’s Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder shall be written “occurrence” (as opposed to “claims made”) basis, except for professional liability insurance, which may be maintained on a “claims made” basis; providing, however, that the named insured also shall be obligated to procure an extended reporting period thereto or a subsequent “claims made” policy with the same retroactive date as the prior “claims made” policy, as necessary to protect the named insured from any claims, actions or causes of action which first accrue during the initial policy period, which

shall be retroactive to the date prior to that when the named insured commenced performing any work for or with respect to the Premises.

- (g) Each Insuring Party shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles and/or self-insured retentions under any policy(ies) of insurance maintained by it. None of the Insuring Parties' insurers shall have any right of subrogation or recovery against the State or any of the State's officials, agents or employees, all of which rights are hereby waived. All insurance maintained by each Insuring Party shall be primary and noncontributory and shall not be in excess of any other insurance.
- (h) Nothing herein shall preclude any Insuring Party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, providing, however, that all liability insurance maintained by any Insuring Party covering the Premises or any activities at the same shall name the State and the State's officials, agents and employees as additional insureds. Any insurance maintained by the State shall be in excess of any and all insurance maintained by each Insuring Party, and shall not contribute with it.
- (i) The insurance policy(ies) required under this Article shall not be subject to cancellation unless notice is given to the State, in the manner set forth in this Lease for providing "Notices" at least thirty (30) days prior to the date of cancellation.
- (j) Except as otherwise provided to the contrary in this Section, any insurance required by this Lease may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that the Lessee-Insuring Party shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the State that the same complies in all respects with the provisions of this Lease, and that the coverages thereunder and the protection afforded the State thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the Premises.
- (k) The Lessee shall neither do nor allow its Contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this Section shall or may be invalidated in whole or in part. In the event that any of the Lessee's Contractors so acts (or fails to act), then the Lessee shall promptly use commercially reasonable efforts to eliminate that condition.
- (l) The State shall have the right to review and revise the insurance requirements applicable to the Lessee and its Contractors during the term of this Lease and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the State reasonably deems to be prudent in the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.
- (m) The failure of the State, at any time or from time to time, to enforce the provisions of this Section concerning insurance coverage shall not constitute a waiver of such provisions; neither shall the Lessee's or its Contractors' obligation to maintain insurance, nor any failure by the State to enforce such obligations, in any respect reduce the obligation of the Lessee or its Contractors to indemnify, defend and hold and/or save harmless the State as provided elsewhere in this Lease.
- (n) Each Insuring Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. The State is hereby authorized to contact the insurance provider(s) of the insurance policies required under this Lease and obtain such policy(ies) directly.

- (o) Unless requested otherwise by the State of Connecticut, each Insuring Party and its insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against it or the State. Each Insuring Party shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- (p) The provisions of this Lease by which the Lessee has agreed to indemnify the State and this Section (including this Subsection) shall be incorporated and made a part of each contract or other agreement which the Lessee enters into with any Contractor appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in said provisions, remain unchanged – it being understood and agreed, however, that the provisions of Subsections (e) and (f) of this Section only shall be incorporated in agreements with the Lessee’s subtenants, if any; and provided, further, that the requirement to maintain Liquor Law Liability Insurance pursuant to Subdivision (a) iv of this Section only shall apply to those subtenants and concessionaires who sell or serve alcoholic beverages at or from the Premises.
- (q) The provisions of this Section shall survive the expiration or earlier termination of this Lease (the “Lease End Date”) to the extent they require the Lessee and/or any Contractor to maintain insurance coverage for a specific period of time that has not as yet expired as of the Lease End Date or relate to or specify any rights, remedies and/or terms that apply to any insurance coverage which applies to any claims that arise or are made in connection with the Premises whether before or after the Lease End Date.
- (r) To the extent any of the insurance required hereunder becomes commercially unavailable, the parties will cooperate on a modification of the requirements to address each other’s concerns and adapt the requirements to then current conditions.

IX. Indemnification.

- (a) The Lessee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Lease, including the acts of commission or omission (collectively, the "Acts") of the Lessee or Lessee Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Lease. The Lessee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Lessee’s obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Lessee’s bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Lessee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Lessee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Lessee or any Lessee Parties. The State shall give the Lessee reasonable notice of any such Claims.

- (d) The Lessee's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Lease, without being lessened or compromised in any way, even where the Lessee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Lessee shall carry and maintain at all times during the term of the Lease, and during the time that any provisions survive the term of the Lease, sufficient general liability insurance to satisfy its obligations under this Lease. The Lessee shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of the Lease. The Lessee shall not begin Performance until the delivery of the policy to the State. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency is contributorily negligent.
- (f) This Section shall survive the Termination of the Lease and shall not be limited by reason of any insurance coverage.

X. Hold Harmless. The Lessee will at no time hold the State responsible for damage, theft or acts of vandalism occurring to equipment or property owned or Leased by it or in its possession and located on the Premises or any other damage of any nature that may be sustained by such equipment or property while located on the Premises, except as such damage is caused by the negligence of the State's agents, employees and representatives acting within the apparent scope of their authority. The provisions of this Section shall survive the expiration or earlier termination of this Lease and any holdover period.

XI. Taxes, Fines and Utilities.

- (a) The Lessee shall be responsible for securing, and paying for, any and all water, gas, oil, electricity, sewage and other private and/or public utilities that are delivered to, and/or consumed or otherwise used at, the Premises during the Term of this Lease, unless otherwise specifically provided to the contrary in this Lease. As and to the extent requested by the State, the Lessee shall abandon and make safe all utility connections required for the Premises at the end of this Lease, all at the Lessee's sole cost and expense.
- (b) The Lessee also hereby assumes and shall pay all taxes, if any, levied on or against the Premises for all tax periods which occur during the Term of this Lease. All grants-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) also shall be assumed and paid by the Lessee for all tax periods which occur during the Term of this Lease, if such a grant-in-lieu of taxes concerning the Premises is required of the State. Any taxes or grants-in-lieu of taxes paid or payable with respect to any portion of any tax period which occurs prior to the commencement of, or subsequent to the expiration or earlier termination of, this Lease shall be prorated by dividing the amount otherwise payable during said tax period by the number of days encompassed within said period and multiplying the resulting quotient by the number of days this Lease was effect during such tax period. For purposes of this Lease a "tax period" means that period of time for or with respect to which any taxes or grants-in-lieu of taxes are or have been levied, due and/or paid or payable to any taxing authority within whose jurisdiction the Premises are located.
- (c) The Lessee will be responsible for and pay all fees, fines and/or penalties assessed for violation of, or which are required to be paid in order to comply, for compliance with all State and municipal health and building codes and regulations.
- (d) The provisions of this Section shall survive the expiration or earlier termination of this Lease and any holdover period.

- XII. No Waste.** The Lessee shall not mutilate, damage, misuse, or commit or suffer waste on the Premises, but shall keep the same and upon the termination hereof deliver them up, in as good condition as they may be put in by the Lessee or the State, ordinary wear and tear, fire without fault or malfeasance of any occupant of the Premises, and damages by the elements without concurring fault on the part of the Lessee, excepted.
- XIII. State's Right to Terminate.** Notwithstanding any provision in this Lease, in the event of a violation of this Lease by Lessee, the State reserves the right to terminate this Lease at any time during the initial Term or any renewal or extension thereof upon one hundred and eighty (180) days' prior written notice to the Lessee, provided, that the State shall give written notice to the Lessee of termination hereof at its principal place of business, as set forth in its most recent filing with the Secretary of the State, and provided, that the Lessee shall have a period of sixty (60) days from the date of receipt of said notice within which to cure or cease any violations or failure on its part to perform any stipulation, requirement or condition of this Lease or within which to diligently commence and continue efforts to cure such failure in a reasonable time after such sixty (60) day period (and in the event of any such cure or cessation of a violation or failure the State shall not terminate this Lease on account thereof). In the event the State so terminates the Lease, the Rent (as herein defined) shall be apportioned as of the date of termination. Such termination shall in no event be deemed to be a breach of contract; and all rights, duties, and obligations hereunder, except those obligations which specifically survive the termination of this Lease, shall be null and void, so that no party shall have any further rights, duties, or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination. In the event the State terminates the Lease as the result of the substantial destruction of the lighthouse, as **reasonably** determined by the State, the Lessee shall remove the remnant structures to the State's satisfaction.
- XIV. Lessee's Right to Terminate.** If during the term of this Lease, the Lessee determines that it no longer is able to continue its operations on the Premises, it shall so notify the State in writing and such notification shall constitute a termination of this Lease, whereupon the parties hereto shall cease to have any further obligation or liability to one another.
- XV. Duties at End of Lease.**
- (a) At the expiration or earlier termination of this Lease, the Lessee will quit and surrender the Premises hereby leased and, in so doing, remove all of its personal property from the Premises at its own sole cost and expense, leaving the Premises in as good or better condition as when it took occupancy, reasonable wear and tear excepted. In the event the Lessee fails to vacate the Premises at the expiration or earlier termination of this Lease, the Lessee shall become a tenant at sufferance until the Lessee vacates the Premises on the same terms and conditions specified herein as if the Term hereof had not ended; providing, however, that (i) the Term of this Lease shall not be, nor deemed to be, renewed or otherwise extended, (ii) the Lessee shall not have any possessory or other rights in or to the Premises, all of which are hereby disclaimed by the Lessee, (iii) the Lessee shall pay the State a "use and occupancy fee" on the first day of each month or part thereof that the Lessee has not vacated the Premises equal to \$_____ (based on Rent) per month, which sum, for purposes of this Section, the parties agree represents the fair market rental value of the Premises at the time of said termination, and in addition to any and all other rights that State has or may have against the Lessee, all of which are hereby reserved to the State, the Lessee shall reimburse the State for any and all costs and expenses which are incurred by the State (including, but not limited to, attorney's fees and costs) in connection with any effort that that may be undertaken by the State to have or to seek to have the Lessee and/or any other person(s) removed from the Premises and/or to collect any sums due to the State under this Lease. Without limiting the generality of the foregoing, the Lessee agrees that, for and so long as the Lessee shall continue to occupy the Premises,

the Lessee will continue to be bound by and will comply with any and all of the Lessee's obligations that it has agreed to perform during the Term of this Lease, notwithstanding that the Term of this Lease shall not be extended thereby.

(b) Except as otherwise provided for in the Section entitled "Use," at the expiration or earlier termination of this Lease, the Lessee shall remove all Improvements (including, but not limited to, signs, lighting, fences, pier protection devices, paved areas and sidewalks) that have been made by or on behalf of the Lessee and restore the Premises to the same physical condition in which it existed immediately before the execution of this Lease, all at no expense to the State. It shall be understood that the Lessee shall not be required to remove the Lighthouse, except as provided for in the Section entitled "State's Right to Terminate." In the event the Lessee shall not fulfill this obligation within a reasonable time when requested by the State, the State shall at its option arrange to have such work done and shall bill the Lessee for all expenses incurred in connection with the same. The Lessee shall promptly pay all such amounts when billed, without recourse.

(c) Upon the expiration or earlier termination of this Lease, the proceeds of all insurance policies payable on account of any casualty or like occurrence which occurs on or about or otherwise affects the Premises shall be paid to the State to the extent any of such proceeds have not been used to pay any costs or expenses associated with repairing or restoring any damage caused thereby.

(d) The provisions of this Section shall survive the expiration or earlier termination of this Lease and any holdover period.

XVI. State's Rights of Re-entry. In the event of termination of this Lease under any article of this Lease, it shall be lawful for the State to re-enter and resume possession of the Premises, and the same to have again, repossess and enjoy, or to dispossess and remove all persons and their goods and chattels therefrom without liability in law or equity for any damage caused by such removal. The Lessee expressly covenants and agrees to pay the costs and expenses including attorney's fees of the State in collecting the same and in re-entering said Premises. Upon any such lawful termination, the parties will cease to have any further obligation or liability to each other.

XVII. Americans with Disabilities Act (ADA). The Lessee represents that it is familiar with the terms of the Americans with Disabilities Act of 1990 (the "Act"), Public Law 101-336, and that the Lessee and its Contractors are and will remain in compliance with the Act in performance of this Lease throughout the Term hereof. The parties acknowledge that no change is required to Premises to comply with the ADA. Without limiting the foregoing, the Lessee agrees that, in performance of this Lease, neither it nor its Contractors: (a) shall discriminate against a qualified individual with a disability because of the disability (to the extent that said disability does not impede the individual's ability to perform the work for which the individual is applying or has been hired) of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions and privileges of employment; (b) shall exclude or deny any qualified individual with a disability, by reason of such disability, from participation in, or the enjoyment or receipt of, any of the respective benefits, services, programs or activities offered by the Lessee or its Contractors; and (c) shall discriminate against any individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided thereby. The Lessee warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Lessee or its Contractors to be in compliance with this Act, as the same applies to performance under this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease and any holdover period.

XVIII. Other Provisions Required By Law. Each and every provision of law and clause required by law to be inserted in this Lease shall be deemed to be inserted herein and the Lease shall be read and enforced as though it were included herein, if through mistake or

otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Lease shall forthwith be physically amended to make such insertion.

XIX. Executive Orders. The Lease is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Lease as if they had been fully set forth in it. The Lease may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of the Lease as if it had been fully set forth in it. At the Lessee's request, the State shall provide a copy of these orders to the Lessee.

XX. Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in Schedule C and titled "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations."

XXI. Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;

ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical

Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

XXII. Discrepancies, Errors or Omissions. In case of conflicts, discrepancies, errors, or omissions among the various parts of this Lease any such matter shall be submitted immediately by the Lessee to the State for clarification. The State shall issue such

clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by the Lessee prior to clarification by the State shall be at Lessee's risk.

- XXIII. Condemnation.** If, after the execution and prior to the expiration of the term of this Lease the entire Premises shall be appropriated by the right of Eminent Domain, this Lease shall terminate on the date of said appropriation. If a portion of the Premises is appropriated by the right of Eminent Domain, the Lease shall at the option of the State terminate. The State shall give written notice to the Lessee of termination at the address hereinafter provided. The state reserves to itself and Lessee assigns to the State all rights to damages or awards because of such taking by eminent domain.
- XXIV. No Waiver.** The failure of the State to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect with regard to any violations thereof that had theretofore occurred.
- XXV. No Warranty of Title.** In executing this Lease, the State makes no claims or guarantees with respect to the title of the Premises herein Leased, and the Lessee specifically agrees that it shall in no way hold the State liable for any claims or damages for any interruption of its enjoyment or use of the Premises should any dispute to title arise during the course of this Lease.
- XXVI. Granting Rights to Others.** Nothing contained in this Lease shall be construed to prevent the State from granting any rights to or permitting any use of the Premises (but not the lighthouse) it might otherwise have authority to grant or permit, provided, however, that the State agrees that it will not grant any such right or permit such use if such right or use would prevent the use and enjoyment by the Lessee of the Premises or Lessee's use and enjoyment of the lighthouse thereon, inaccordance with all terms and conditions herein and as set forth in its aqusition of the Lighthouse from the federal government, without the approval of the Lessee which approval shall not be unreasonably withheld.
- XXVII. Signage.** Any signs placed on the Premises will be subject to prior written approval by the State and will be at the Lessee's cost and expense.
- XXVIII. Sovereign Immunity.** The parties acknowledge and agree that nothing in the Solicitation or the Lease shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Lease. To the extent that this Section conflicts with any other Section, this Section shall govern.
- XXIX. Notices.** Where written notice is required under this Lease, such notice shall be deemed sufficiently given if sent by certified mail, return receipt requested, to:

The State: Commissioner
 Department of Energy and Environmental Protection
 79 Elm Street
 Hartford, CT 06106

The Lessee: _____

Provided that said addresses may be changed at any time by written notification by either party, sent as above.

- XXX. Governing Law; Effectivity.** This Lease shall be deemed to have been made in and construed in accordance with the laws of the State of Connecticut. It is further mutually understood and agreed by the parties hereto that this Lease shall not be effective until said Lease has been approved by the Secretary of the Office of Policy and Management and the Attorney General, all of the State of Connecticut, and when so approved, shall be retroactive in effect to the beginning of the Lease Term.
- XXXI. No Exclusive Remedies.** No right, power, remedy or privilege of the State shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of each other or of any other remedy available to the State at law or in equity.
- XXXII. Entire Agreement.** Subject to the provisions of the Section entitled "Conditions Precedent," this Lease and all of the schedules and exhibits attached hereto together constitute the entire agreement between the parties regarding the subject matter hereof and shall supersede all previous communications, representations, and/or agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.
- XXXIII. Conditions Precedent.** This Lease shall not be effective unless it is approved by the Secretary of the Office of Policy and Management and the Attorney General of the State of Connecticut.
- XXXIV. Severability.** If any part of any provision of this Lease or any other agreement, document or writing given pursuant to or in connection with this Lease shall be declared to be invalid or unenforceable under Applicable Law by a court or agency having jurisdiction over the subject of any dispute, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted in such a manner so as to give the greatest possible effect of the original intent and purpose of the Lease.
- XXXV. No Derogation of Police Powers.** Nothing in this Lease shall be in derogation of the valid exercise of the police powers of the State of Connecticut.
- XXXVI. Claims Against the State.** The Lessee agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Lease shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Lessee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- XXXVII. Forum and Choice of Law.** The parties deem the Lease to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Lease to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Lessee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- XXXVIII. Corporate Authority. The Lessee represents and warrants to the State that:**

- (a) it is duly and validly existing limited liability company under the laws of the State of Delaware and authorized to conduct its business in the State of Connecticut in the manner contemplated by this Lease;
- (b) the Lessee has taken all necessary action to authorize the execution, delivery and performance of this lease and has the power and authority to execute, deliver and perform its obligations under this Lease;
- (c) the Lessee has full right and authority to enter into this lease for the full term herein granted;
- (d) the Lessee will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this lease;
- (e) the execution, delivery and performance of this lease by the Lessee will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound; and
- (f) to the extent that the Lessee has engaged the services of any person or entity in any capacity to solicit or secure this lease, the Lessee shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this lease or any assignments made in accordance with the terms of this lease. The State shall not be responsible under any circumstances for the satisfaction of such consideration.
- (g) Lessor acknowledges that Lessee is a limited liability company and that its members, officers and directors are only liable as specified at law.

SCHEDULE C

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11
Page 1 of 2



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.